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Counsel for Plaintiffs

8
9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

11 SILICON CRYSTAL TECHNOLOGY, LLC,
and VC AMERICA, INC.

12 Plaintiffs,

13 v.

14 RTI AMERICA, INC., ALEXANDRE
WOLLOCH AND NGA CHUNG WONG,

15 Defendants.

16 RTI AMERICA, INC. AND ALEXANDRE
17 WOLLOCH,

18 Counterclaimants,

19 v.

20 SILICON CRYSTAL TECHNOLOGY, LLC
and VC AMERICA, INC.

21 Counter-Defendants.

22 ALEXANDRE WOLLOCH and RTI
23 AMERICA, INC.,

24 Third-Party Plaintiffs,

25 v.

26 THOMAS HARDY; DOES and ROES I-X,

27 Third-Party Defendants
28

Case No. 2:10-cv-01710-PMP-PAL

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

GREENBERG TRAURIG, LLP
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1 WHEREAS, in the course of this litigation, disclosure may be sought of information which a
2 party regards as containing trade secret or other confidential development or commercial information
3 within the meaning of Rule 26(c) of the Federal Rules of Civil Procedure; and

4 WHEREAS, the parties hereto desire to establish a mechanism governing access to and use
5 of such confidential, or proprietary information in this action;

6 IT IS HEREBY STIPULATED by and between the parties hereto, by their respective
7 undersigned counsel of record herein, that the following protective
8 order ("Protective Order") shall govern the access to and use of trade secret or other confidential
9 research, development or commercial information produced in this action.

10 IT IS HEREBY ORDERED that:

11 1. This Protective Order shall apply to all information produced during discovery in this
12 action that shall be designated by the party or person producing it as "Confidential" or
13 "Confidential-Attorneys Eyes Only" (collectively "Designated Information") shall mean and include
14 documents, information or materials that relate to sensitive customer, marketing, manufacturing,
15 financial, trade secret and non-public product or development information, and are designated in
16 good faith as "Confidential" or "Confidential-Attorneys Eyes Only" at the time of their production
17 or disclosure in this action. As a general guideline, materials designated "Confidential" shall be
18 those confidential and sensitive things that may be disclosed to the parties for the purpose of the
19 litigation, but which must be protected against disclosure to third parties. As a general guideline,
20 materials designated "Confidential-Attorney's Eyes Only" shall be those confidential and sensitive
21 things of a proprietary business or technical nature which might be of value to a potential competitor
22 of the party or non-party holding the proprietary rights thereto, and which must be protected from
23 disclosure to such party and/or third parties. Absent a specific order by this Court, information once
24 designated as "Confidential" or "Confidential-Attorneys Eyes Only" shall be used by parties solely
25 in connection with this litigation, and not for any business, competitive, or governmental purpose or
26 function and such information shall not be disclosed to anyone except as provided herein. A
27 designation of any information as "Confidential" or "Confidential-Attorneys Eyes Only" constitutes
28 certification by the designating party that such person has reviewed the Designated Information and

1 has made a determination that: (1) such information contains trade secrets, competitively sensitive
 2 information or other confidential information; (2) disclosure of such information without restriction
 3 would be detrimental to that party in the conduct of its business and cause cognizable harm; and (3)
 4 there is good cause for seeking the Court's protection.

5 2. The following persons may have access to Designated Information marked in this
 6 action:

- 7 a. For Designated Information marked "Confidential – Attorneys Eyes Only":
- 8 i. Trial counsel of record for the parties and all partners, associates, and
 9 law firm staff thereof who are performing legal services in connection
 10 with this action;
- 11 ii. Judges, court personnel and stenographic reporters engaged in
 12 proceedings incident to preparation for trial or trial; and
- 13 iii. Technical and financial experts or any other persons who are
 14 reasonably necessary to assist trial counsel in this action who execute
 15 an Acknowledgment Under Protective Order (**Exhibit A**) under the
 16 procedure set out in Section 3.
- 17 b. For Designated Information marked "Confidential":
- 18 i. All persons set out in Section 2.a; and
- 19 ii. Each party and the officers, directors, managers, corporate
 20 representatives and in-house attorneys for each party, who are
 21 necessary to the defense or prosecution of any issues in this matter.

22 3. The parties shall have the right to object to the disclosure of Designated Information
 23 to persons executing an Acknowledgment Under Protective Order (**Exhibit A**) if such an objection
 24 to disclosure is made in writing to counsel for all parties within seven (7) business days of receipt of
 25 the following:

- 26 a. The name of the proposed person;
- 27 b. The present employer and title of the proposed person;
- 28 c. The reason for disclosure to the proposed person;

1 d. In the case of an independent expert or consultant, an up-to-date curriculum
2 vitae; and

3 e. an executed Acknowledgement Under Protective Order (**Exhibit A**).

4 The objecting party shall have within seven (7) business days after making its written
5 objection to petition the Court for an order prohibiting the disclosure at issue. If an objection is
6 made, no Designated Information shall be made available to the individual in question until after the
7 Court rules that such a disclosure can occur, so long as the written objection to the disclosure is
8 followed by the timely filing of a petition with the Court.

9 Failure to object within seven (7) business days to the proposed person shall be deemed
10 approval, but shall not preclude a producing party from later objecting to continued access by that
11 person by later making a written objection and petitioning the Court for an order prohibiting
12 continued access to the Designated Information.

13 4. Designated Information shall be used only for the purpose of preparing for the trial of
14 this action and shall be marked as “Confidential” or “Confidential-Attorneys Eyes Only” by the
15 person or entity claiming confidentiality pursuant to the terms of this Order. Such notation shall be
16 placed on every page of each document so designated. Similarly, if a document or transcript
17 contains information considered “Confidential-Attorneys Eyes Only” by a party, such document or
18 transcript shall be marked with the legend “Confidential-Attorneys Eyes Only.” Such notation shall
19 be placed on every page of each document so designated.

20 5. Designated Information or the substance or context thereof, including any notes,
21 memoranda or other similar documents relating thereto, shall not be disclosed to anyone other than a
22 person qualified to have access.

23 6. The signing of this Order or failure of a party, at the time it receives Designated
24 Information, to challenge or object to the “Confidential” or “Confidential-Attorneys Eyes Only”
25 designation shall not be deemed a waiver of its right to challenge or object to the “Confidential” or
26 “Confidential-Attorneys Eyes Only” designation at any later time.

27 7. Designated Information shall not include any document, information or other
28 materials which:

- a. has been or becomes part of the public domain by publication or otherwise and not due to any unauthorized act or omission on the part of the receiving party;
- b. was already known to a receiving party by lawful means prior to acquisition from, or disclosure by, the producing party; or
- c. is made available to a party by a third party who obtained the same by legal means and without any obligation of confidence to the party claiming its confidential nature.

Notwithstanding the foregoing, compilations and/or summaries of information may nonetheless be deemed and designated, in good faith, as containing Designated Information and subject to this Order even though some of the information and documents contained in such compilations and/or summaries may have been produced to third parties on a non-confidential basis.

8. Any person in possession of Designated Information shall exercise reasonable and appropriate care with regard to the storage, custody or use of Designated Information in order to ensure that the confidential nature of the same is maintained.

9. If Designated Information is disclosed to anyone other than in a manner authorized by this Order, the party responsible for such disclosure must immediately bring all pertinent facts relating to such disclosure to the attention of the other party and make

~~10. Any pleading, paper or other document filed in this action which contains or discloses Designated Information shall be filed under seal in an envelope or other container with a label identifying this action and the title or nature of the enclosed material, and indicating that the material is confidential, for use by the Court only, and to be maintained under seal pursuant to the terms of this Order.~~

11. Information disclosed at a deposition may be designated as "Confidential" or "Confidential-Attorneys Eyes Only" by either indicating on the record at the deposition that the testimony is "Confidential" or "Confidential-Attorneys Eyes Only" or by notifying the opposing party in writing within ten (10) business days of the receipt of the transcript of those pages and lines that are "Confidential" or "Confidential-Attorneys Eyes Only." Documents produced by any party

1 which contain Designated Information shall be designated as “Confidential” or “Confidential-
 2 Attorneys Eyes Only” at the time of production by the producing party. Information disclosed at a
 3 deposition or in a document that is not designated as “Confidential” or “Confidential-Attorneys Eyes
 4 Only” under the procedure set forth above shall not thereafter be designated as Designated
 5 Information. However, if a party, through inadvertence, produces any Designated Information
 6 without labeling or marking or otherwise designating it as such in accordance with the provisions of
 7 this Order, the producing party may give written notice to the receiving party that the document or
 8 thing produced is deemed “Confidential” or “Confidential-Attorneys Eyes Only” and should be
 9 treated as such in accordance with the provisions of this Order. The receiving party shall treat such
 10 documents and things as Designated Information from the date such notice is received. Disclosure,
 11 prior to the receipt of such notice, of such Designated Information to persons not authorized to
 12 receive Designated Information shall not be deemed a violation of this Order.

13 12. Within sixty (60) days of the final conclusion of this action, including any appeals, all
 14 Designated Information, including all electronic and photocopies thereof, shall be destroyed by the
 15 receiving party (or, upon request, returned to the producing party at the producing party’s expense).
 16 The attorneys of record for each party shall be entitled to retain all exhibits admitted into evidence at
 17 trial, pleadings, motion papers, discovery responses, deposition transcripts and exhibits, legal
 18 memoranda, correspondence and work product.

19 13. This Order is not intended to deal with any discovery objections on the grounds of
 20 attorney-client privilege or work product immunity or to preclude any party from seeking relief
 21 either from a provision of this Order or any other relief from this Court which may be appropriate
 22 under the Federal Rules of Civil Procedure. Inadvertent production of documents subject to work
 23 product immunity or the attorney-client privilege shall not constitute a waiver of the immunity of
 24 privilege, provided that the producing party shall promptly notify the receiving party in writing of
 25 such inadvertent production after the producing party learns of such inadvertent production. If
 26 prompt notification is made and the producing party establishes the circumstances surrounding the
 27 document’s inadvertent production, such inadvertently produced document and all copies thereof
 28 shall be returned to the producing party or destroyed, upon request.

14. The obligations of this Order shall survive the termination of the action and continue to bind the parties.

Dated this 3rd day of May, 2012.

STIPULATED AND AGREED TO:

GORDON SILVER

GREENBERG TRAURIG, LLP

/s/ Joel Schwarz
Erika Pike Turner (Bar No. 6454)
Joel Schwarz (Bar No. 9181)
3960 Howard Hughes Parkway, 9th Flr.
Las Vegas, Nevada 89169

/s/ F. Christopher Austin
Mark G. Tratos (Bar No. 1086)
Donald L. Prunty (Bar No. 8230)
F. Christopher Austin (Bar No. 6559)
3773 Howard Hughes Pkwy, Suite 400 North
Las Vegas, NV 89169

Counsel for Defendants

Counsel for Plaintiffs

ORDER

IT IS SO ORDERED:


UNITED STATES MAGISTRATE JUDGE

DATED: May 9, 2012

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Telephone: (702) 792-3773
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EXHIBIT A

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

SANDY HACKETT, an individual

Plaintiff,

vs.

RICHARD FEENEY, an individual;
ARTHUR PETRIE, an individual; TRP
ENTERTAINMENT, LLC, a Nevada limited
liability company, PLAYLV GAMING
OPERATION, LLC d/b/a PLAZA HOTEL
AND CASINO, a Nevada limited liability
corporation; BROADWAY BOOKING
OFFICE NYC, LTD, a New York
corporation,

Defendants.

Case No. 2:09-cv-02075-RLH-LRL

PROTECTIVE ORDER

RICHARD FEENEY, an individual;
ARTHUR PETRIE, an individual; TRP
ENTERTAINMENT, LLC, a Nevada limited
liability company,

Counterclaimants,

vs.

SANDY HACKETT, an individual

Counter-Defendant.

ACKNOWLEDGMENT UNDER PROTECTIVE ORDER

I, _____, state as follows:

I hold the title of _____ with the following responsibilities

_____ for _____

and I hereby acknowledge that I have been furnished with a copy of the Protective Order in

1 this action, and that I have read and do understand it, and I agree to be bound by it. I
2 agree to submit to the jurisdiction of this Court in connection with any proceeding or hearing
3 relating to Confidential Information in this action, including any proceeding relating to
4 enforcement of the Protective Order for Confidential Information.

5
6
7 Date

Signature